

EXHIBIT 20
FILED UNDER SEAL

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

UNITED STATES OF AMERICA, :
et al., :
 :
Plaintiffs :
 :
v. : No. 1:23-cv-00108
 :
GOOGLE, LLC, :
 :
Defendants. :

Tuesday, August 15, 2023

Video Deposition of ALLEN OWENS,
taken at the Law Offices of Paul, Weiss, Rifkind,
Wharton & Garrison LLP, 2001 K St NW, Washington,
DC, beginning at 9:37 a.m. Eastern Standard Time,
before Ryan K. Black, Registered Professional
Reporter, Certified Livenote Reporter and Notary
Public in and for the District of Columbia

Job No. CS6037511

A P P E A R A N C E S:

UNITED STATES DEPARTMENT OF JUSTICE
ANTITRUST DIVISION

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Ann Bruck - Department of the Navy

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1 THE VIDEOGRAPHER: Good morning. We're
2 going on the record at 9:37 a.m. on August 15th,
3 2023. Please note that the microphones are
4 sensitive and may pick up whispering and private
5 conversations. Please mute your phones at this
6 time. Audio and video recording will continue to
7 take place unless all parties agree to go
8 off the record.

9 This is Media Unit 1 of the
10 video-recorded deposition of Mr. Allen Owens
11 in the matter of United States, et al., versus
12 Google LLC, filed in the United States District
13 Court, Eastern District of Virginia, Alexandria
14 Division. Case Number 1:23-cv-00108-LMB-JFA.

15 My name is Orson Braithwaite,
16 representing Veritext Legal Solutions, and I'm
17 the videographer. The court reporter is Ryan
18 Black from the firm Veritext Legal Solutions.

19 Counsel will now state their appearances
20 and affiliations for the record.

21 MS. GOODMAN: Martha Goodman of the law
22 firm Paul Weiss on behalf of Google LLC, and I'm
23 joined by my colleague Leah Hibbler.

24 MR. MCBIRNEY: Jim McBirney on behalf of
25 the Department of Justice on behalf of the United

1 States and the witness.

2 MR. PRITCHETT: Chase Pritchett on
3 behalf of the United States.

4 MR. CHU: Alvin Chu on behalf of the
5 United States.

6 MS. GOODMAN: And then will any
7 attorneys appearing remotely please state your
8 presence.

9 MR. SOSNOWSKY: Mark Sosnowsky, U.S.
10 Department of Justice.

11 MS. CLEMONS: Katherine Clemons,
12 Department of Justice.

13 MS. GOODMAN: Is there any --

14 MS. BRUCK: Ann Bruck, Department of
15 Navy.

16 THE VIDEOGRAPHER: We have a Ms. Wood.

17 MS. TARVER-WOOD: Yes. This is Julia
18 Tarver-Wood from DOJ. I'm not officially
19 entering an appearance. I'll be in and out
20 throughout the day.

21 THE VIDEOGRAPHER: Thank you. Will the
22 court reporter please swear in the witness?

23 * * *

24 Whereupon --

25 ALLEN OWENS,

1 called to testify, having been first duly sworn
2 or affirmed, was examined and testified as
3 follows:

4 * * *

5 EXAMINATION

6 BY MS. GOODMAN:

7 Q. Good -- good morning, Mr. Owens.

8 A. Good morning.

9 Q. Have you been deposed before?

10 A. No, I have not.

11 Q. Okay. I want to make sure -- go over
12 a few ground rules, the most important one of
13 which is because the court reporter is writing
14 everything down that we're saying, it's important
15 that you let me finish my question before you
16 answer so that we don't talk over one another.
17 Okay?

18 A. Yes.

19 Q. Okay. And please make sure that your
20 answers are verbal, particularly if it's a yes or
21 no question. The uh-huh or huh-uh doesn't really
22 translate well to the -- to the piece of paper.
23 So please provide a verbal answer. Okay?

24 A. Yes.

25 Q. Okay. And I will assume that you

1 an -- understand my question. If you don't
2 understand, please let me know. Okay?

3 A. Yes.

4 Q. Okay. Is there any reason that you
5 cannot provide your full -- fully truthful and
6 accurate testimony here today?

7 A. No, there's no reason.

8 Q. Okay. What, if anything, did you do to
9 prepare for today's deposition?

10 A. Met with counsel.

11 Q. When did you meet with counsel?

12 A. Various times.

13 Q. What various times that -- can you
14 recall meeting with counsel?

15 A. Yesterday, the day prior. And I don't
16 recall exact dates before that, but various
17 times.

18 Q. So yesterday meaning Monday and the day
19 prior meaning the Sunday before today?

20 A. Yes.

21 Q. Okay. And -- and then you said "various
22 times prior to last Sunday you met with counsel";
23 is that correct?

24 A. Yes.

25 Q. Okay. And were all of those meetings in

1 may be an occasion where I might have, but not to
2 my recollection.

3 BY MS. GOODMAN:

4 Q. So it is possible that you've deleted
5 documents in 2023 related to work, correct?

6 MR. MCBIRNEY: Object to the form of the
7 question.

8 THE WITNESS: There's a possibility.

9 BY MS. GOODMAN:

10 Q. Okay. Under Navy's -- are you aware of
11 any document retention policies at the Navy?

12 A. Yes.

13 Q. And what do those policies provide?

14 A. Sitting here today, I don't recall the
15 exact stipulations in those policies.

16 Q. How about generally? What do you recall
17 as to what those document retention policies
18 state?

19 A. Sitting here today, I -- I don't recall.

20 Q. Okay. To your knowledge, do the
21 document retention policies permit you to delete
22 files?

23 MR. MCBIRNEY: Objection; vague.

24 THE WITNESS: Yeah. Sitting here today,
25 I don't recall the stipulations of that policy.

1 BY MS. GOODMAN:

2 Q. And thus you don't recall whether they
3 permit you to delete files, correct?

4 MR. MCBIRNEY: Objection. Asked and
5 answered.

6 THE WITNESS: Yeah. My testimony is,
7 sitting here today, I do not recall the exact
8 stipulations of that policy.

9 BY MS. GOODMAN:

10 Q. And, therefore, correct, you don't
11 recall whether those policies permit you to
12 delete files?

13 MR. MCBIRNEY: Objection.

14 BY MS. GOODMAN:

15 Q. Is that accurate?

16 MR. MCBIRNEY: Objection. Asked and
17 answered.

18 THE WITNESS: Yeah. So my testimony is,
19 sitting here today, I do not recall the exact
20 stipulations of that policy.

21 BY MS. GOODMAN:

22 Q. Okay. And so you can't answer whether,
23 as a result of your inability to recall the exact
24 stipulations of this -- of the policy, you cannot
25 an -- you don't recall whether or not that policy

1 permits you to delete files. Is that accurate?

2 MR. MCBIRNEY: Objection. Asked and
3 answered.

4 THE WITNESS: So it's my testimony that,
5 sitting here today, I don't recall the specific
6 stipulations of that policy.

7 BY MS. GOODMAN:

8 Q. Okay. And, therefore, you can't testify
9 one way or another to what that policy says with
10 respect to the deletion of files, correct?

11 MR. MCBIRNEY: Objection. Asked and
12 answered.

13 THE WITNESS: Yeah. Those were not my
14 words. I said, sitting here today, I don't
15 remember the exact stipulations of the policy.

16 BY MS. GOODMAN:

17 Q. Other than a lawyer, has anybody told
18 you anything about preserving documents with
19 respect to this litigation?

20 THE WITNESS: I'm not sure of the
21 communications I received, whether those would be
22 privileged or not.

23 MR. MCBIRNEY: If you received
24 communications regarding preserving documents
25 that were either from a lawyer or at the

1 direction of a lawyer, that's privileged and I'd
2 instruct you not to answer. If you received
3 communications about preserving documents that do
4 not fall into those categories and you are
5 confident that they do not come from counsel, you
6 can answer.

7 THE WITNESS: Yeah. Then I cannot
8 answer the question without revealing privileged
9 conversations.

10 BY MS. GOODMAN:

11 Q. And for the record -- and this is a yes
12 or no question -- have you received any direction
13 from anybody with respect to preserving documents
14 related to this litigation?

15 MR. MCBIRNEY: You can answer that yes
16 or no.

17 THE WITNESS: Yes.

18 BY MS. GOODMAN:

19 Q. When did you receive such direction?

20 A. I don't recall the exact time frame.
21 Earlier this year in 2023.

22 Q. Was it before or after you learned about
23 this lawsuit?

24 A. I don't recall.

25 Q. Prior to this lawsuit, have you ever

1 requested legal advice from the Department of
2 Justice Antitrust Division?

3 A. No.

4 Q. Prior to learning about this lawsuit,
5 have you ever requested legal advice from the
6 Department of Justice Antitrust Division?

7 A. No.

8 Q. Since receiving instructions with
9 respect to preserving documents related to this
10 litigation, have you deleted any documents on any
11 of your devices?

12 A. Not to my knowledge.

13 Q. So you've testified that VMLY&R is the
14 ad agency for the Navy; is that correct?

15 A. That is correct.

16 Q. And they have been the ad agency for the
17 Navy since, approximately, 2016. Is that
18 accurate?

19 A. They have been the ad agency since
20 approximately 2016, yes.

21 Q. Okay. And their contract with the Navy
22 was renewed or reentered into in 2021. Is that
23 accurate?

24 A. Yes, it was renewed in 2021.

25 Q. Okay. Other than the VMLY&R, is there

1 any other agency -- ad agency engaged by the
2 Naval -- Navy Recruiting Command related to
3 advertising?

4 MR. MCBIRNEY: Objection; foundation.

5 THE WITNESS: Our contract is with
6 VMLY&R. It's my understanding they have other
7 businesses and agencies that work with them. But
8 our contract is with VMLY&R.

9 BY MS. GOODMAN:

10 Q. And are you aware of any contract
11 between the Navy and any other ad agency related
12 to advertising?

13 A. No.

14 Q. Were you involved in the selection of
15 VMLY&R when their contract was renewed in 2021?

16 THE WITNESS: Am I allowed to discuss
17 contractual selection items?

18 MR. MCBIRNEY: You can answer that
19 question yes or no and we'll go from there.

20 THE WITNESS: Okay. Can you ask that
21 question again?

22 BY MS. GOODMAN:

23 Q. Were you involved in the selection of
24 VMLY&R when their contract was renewed in 2021?

25 A. Yes.

1 of the term Open Web Display Advertising?

2 MR. MCBIRNEY: Objection; foundation.

3 Asked and answered.

4 THE WITNESS: As I testified, I'm
5 familiar with the term; however, I don't know the
6 definition of Open Web Display Advertising.

7 BY MS. GOODMAN:

8 Q. How are you familiar with the term Open
9 Web Display Advertising?

10 A. I've -- I've seen the term. But,
11 again, I -- I can't describe to you exactly the
12 definition of that. But, in general terms, I
13 understand it to be, as stated earlier, Display
14 Advertising.

15 BY MS. GOODMAN:

16 Q. Okay. Where have you seen the term Open
17 Web Display Advertising?

18 A. I can't recollect exactly where I saw
19 it.

20 Q. Generally speaking, can you describe
21 anywhere you've seen the term Open Web Display
22 Advertising, such as in emails or documents
23 with your ad agency, on -- on other websites
24 discussing the advertising industry, any place
25 that you recall seeing that term?

1 MR. MCBIRNEY: Object to form.

2 THE WITNESS: Sitting here today, I -- I
3 cannot remember where I've seen that term.

4 BY MS. GOODMAN:

5 Q. Do you recall ever seeing it in any
6 documents provided to you by VMLY&R?

7 A. As mentioned a moment ago, I cannot
8 recall where I've seen the term.

9 Q. And, thus, you don't know whether you've
10 seen it in any documents provided by VMLY&R,
11 correct?

12 MR. MCBIRNEY: Objection. Asked and
13 answered. Mischaracterizes the testimony.

14 THE WITNESS: Yeah. As I -- as I
15 testified, I don't recollect where I've seen the
16 term.

17 BY MS. GOODMAN:

18 Q. Okay. Have you had any discussions
19 with anybody about the term Open Web Display
20 Advertising and what it means?

21 A. Not to my knowledge.

22 Q. Prior to the filing of this lawsuit
23 in January of 2023, were you aware of any
24 anticompetitive conduct on the part of Google
25 affecting Navy's advertising?

1 MR. MCBIRNEY: You can answer that
2 question to the extent it does not disclose
3 communications with counsel.

4 THE WITNESS: To my knowledge, no.
5 BY MS. GOODMAN:

6 Q. And how about prior to this lawsuit,
7 did you ever have any concerns in your capacity
8 as the director of marketing for the Navy
9 Recruiting Command that Google was engaging in
10 anticompetitive conduct related to digital
11 advertising?

12 MR. MCBIRNEY: Object to foundation.

13 THE WITNESS: Prior to this, I had no
14 knowledge of nor reason to suspect that of
15 Google.

16 BY MS. GOODMAN:

17 Q. Prior to this lawsuit, did you have
18 ever -- did you ever have any concerns that
19 Google was engaging in any conduct that was
20 causing the Navy harm with respect to its digital
21 advertising?

22 A. Sitting here today, I can -- I can think
23 of no reason to believe that.

24 Q. You described Google, in fact, as a
25 partner of the Navy, right?

1 MR. MCBIRNEY: Objection. Assumes
2 facts.

3 THE WITNESS: Oftentimes, a lot of the
4 businesses that we use will be referred to as a
5 partner if we're doing business with them, so
6 I -- I may have referred to Google as a partner.

7 BY MS. GOODMAN:

8 Q. Has Google helped the Navy with respect
9 to recruiting more sailors to join?

10 MR. MCBIRNEY: Objection; foundation.

11 THE WITNESS: We have found lots of
12 value in many of the Google buys that we've done.

13 BY MS. GOODMAN:

14 Q. And the Google buys that you've done
15 that you've found value in, does that relate to
16 YouTube buys?

17 A. Yes.

18 Q. Okay. And how about with respect to
19 search?

20 A. Yes.

21 Q. Okay. Can you describe in any more
22 detail the value that you have found in many of
23 the Google buys that the Navy has done?

24 A. In particular, some of the YouTube
25 activations we've had have had extremely high

1 video completion rates.

2 Q. Any other --

3 THE VIDEOGRAPHER: Counsel, the Zoom's
4 offline.

5 MS. GOODMAN: Let's take a break.

6 MR. MCBIRNEY: We're going to be here a
7 while.

8 THE VIDEOGRAPHER: The time is 5:07 p.m.
9 We're going off the record.

10 (Recess taken.)

11 THE VIDEOGRAPHER: Time is 5:14 p.m.
12 We're on the record.

13 BY MS. GOODMAN:

14 Q. Mr. Owens, can you describe any other
15 instances that the Navy has found value in any of
16 the Google buys that it has done?

17 A. Paid search, as well. We've found value
18 there.

19 I don't have a list at the ready, but
20 -- but there's -- it's been on many occasions.

21 Q. Can you approximate the number of
22 occasions that you've found value in Google buys
23 for the Navy?

24 MR. MCBIRNEY: Objection; foundation.

25 THE WITNESS: Yeah. I -- I can't

1 provide an exact number or even a general number.

2 BY MS. GOODMAN:

3 Q. Just many?

4 A. Yes.

5 Q. Has anybody at VMLY&R ever told you that
6 Google was engaging in anticompetitive conduct
7 with respect to digital advertising?

8 A. No.

9 Q. Did anybody at Wavemaker ever tell you
10 that Google was engaging in anticompetitive
11 conduct with respect to digital advertising?

12 A. No.

13 Q. Has anyone ever told you that Google is
14 engaging in anticompetitive conduct with respect
15 to digital advertising.

16 MR. MCBIRNEY: I interpret that to mean
17 anyone other than the attorneys. You can answer
18 to the extent --

19 MS. GOODMAN: The question is the
20 question.

21 MR. MCBIRNEY: Okay. Well, then I would
22 instruct the witness not to answer to the extent
23 it requires divulging privileged communication.

24 THE WITNESS: I'm going to listen to my
25 counsel --

1 MR. MCBIRNEY: And lack of foundation.

2 THE WITNESS: So the Navy has purchased
3 display advertising via our contract with VMLY&R,
4 and we've asked them to purchase that on our
5 behalf.

6 BY MS. GOODMAN:

7 Q. Okay. But my question is did the
8 Navy -- to your knowledge, as director of
9 marketing for the Navy Recruiting Command and as
10 the Contracting Officer Representative, did the
11 Navy purchase any display advertising directly
12 -- not through VMYL&R or any other intermediary
13 -- did the Navy purchase any display advertising
14 directly from Google?

15 MR. MCBIRNEY: Objection. Asked and
16 answered. Calls for a legal conclusion, and lack
17 of foundation.

18 THE WITNESS: We have purchased our
19 marketing and advertising and media from Google,
20 as well as other companies, through our ad agency
21 contract.

22 BY MS. GOODMAN:

23 Q. Okay. You're -- sir, you're not
24 answering my question, which is whether you've
25 purchased any display advertising -- meaning when

1 I say you, the Navy, to your knowledge, have any
2 purchases been made directly, meaning between you
3 -- the Navy -- and Google, as the two parties to
4 the transaction, has Google -- has the Navy made
5 any purchases of display advertising directly
6 from Google?

7 MR. MCBIRNEY: Objection. Asked and
8 answered. Calls for a legal conclusion. Lack of
9 foundation.

10 THE WITNESS: Yeah. I'm -- I'm
11 not a lawyer, so I'm not certain of the legal
12 definition of "purchase directly." But I can
13 tell you that, through our contract with VMLY&R,
14 we have asked them to purchase media on our
15 behalf from Google as well as other businesses.

16 BY MS. GOODMAN:

17 Q. Okay. What do you mean -- what do you
18 understand the term "purchase" to mean just in
19 ordinary use?

20 A. I would define "purchase" as an exchange
21 of resources for a good or service.

22 Q. Okay. What do you understand the term,
23 in ordinary use, "directly" to mean?

24 MR. MCBIRNEY: Objection. Calls for a
25 legal conclusion in this context.

1 BY MS. GOODMAN:

2 Q. I'm asking for the plain language,
3 ordinary meaning, that you, Mr. Owens, understand
4 the term "directly" to mean?

5 MR. MCBIRNEY: Same objections, and
6 vague.

7 THE WITNESS: Can I answer the question?

8 MR. MCBIRNEY: You can answer if you
9 can, yeah.

10 THE WITNESS: I would think -- I would
11 understand directly to mean either -- I mean,
12 between two parties.

13 BY MS. GOODMAN:

14 Q. Okay. So with your under -- with the
15 definitions that you've provided, based on your
16 ordinary understanding of these words of the term
17 "purchase" and "directly," I'm going to ask you a
18 series of questions, and I would ask you to
19 please give me a yes or no answer.

20 Did the Navy purchase any display
21 advertising directly from Google?

22 MR. MCBIRNEY: Objection. Asked and
23 answered. Calls for a legal conclusion. Lack of
24 foundation.

25 THE WITNESS: The Navy purchased

1 advertising from Google via our contract with
2 VMLY&R.

3 BY MS. GOODMAN:

4 Q. So, no, the Navy did not purchase
5 anything directly from Google, correct?

6 MR. MCBIRNEY: Objection. Asked
7 and answered. Calls for a legal conclusion.
8 Mischaracterizes the witness's testimony.

9 THE WITNESS: Yeah. That was not
10 my testimony. My testimony is that the Navy
11 purchased advertising from Google via our
12 contract with VMLY&R.

13 BY MS. GOODMAN:

14 Q. Using your term -- your understanding
15 of the term "directly"; that is, between two
16 parties, I'll ask you a series of questions.

17 Was there any transaction between the
18 Navy and Google for the purchase of display
19 advertising, --

20 MR. MCBIRNEY: Objection. Asked --

21 BY MS. GOODMAN:

22 Q. -- that you are aware of.

23 MR. MCBIRNEY: Objection. Asked and
24 answered. Lack of foundation. Calls for a legal
25 conclusion.

1 THE WITNESS: Our purchase was from
2 Google via our contract with VMLY&R.

3 BY MS. GOODMAN:

4 Q. You have no other answer that you can
5 provide to my questions?

6 MR. MCBIRNEY: Objection; argumentative.

7 THE WITNESS: Well, without knowing what
8 your other questions are, I can't --

9 BY MS. GOODMAN:

10 Q. I'm asking whether you can answer my
11 question in a yes or no manner, and, if you
12 cannot, why you are unable to answer it in a yes
13 or no manner based on the definitions in your
14 understanding of the term "purchase" and of the
15 term "directly."

16 MR. MCBIRNEY: Objection.
17 Argumentative. Harassment.

18 THE WITNESS: It's my understanding that
19 I should have the ability to provide complete
20 answers, --

21 BY MS. GOODMAN:

22 Q. Mm-hmm.

23 A. -- and I don't want my answer to be
24 mischaracterized, so that's why I'm -- I'm being
25 complete.

1 In order for me to certify invoices
2 for payment, I have to see what went where, so
3 that includes what went to Google, what went to
4 Facebook, et cetera. So our purchases are from
5 those entities, but it's via our contract with
6 VMLY&R.

7 Q. And you don't send dollars directly to
8 Google, correct?

9 MR. MCBIRNEY: Objection. Calls for
10 legal conclusion. Asked and answered. Lack of
11 foundation.

12 BY MS. GOODMAN:

13 Q. Do you ever write a check or issue a
14 payment via electronic bank transfer from a Navy
15 account to Google?

16 MR. MCBIRNEY: Objection; vague.
17 Foundation.

18 THE WITNESS: We pay for our purchases
19 from various vendors through our contract with
20 the agency.

21 BY MS. GOODMAN:

22 Q. And so when you need to pay Google, you
23 don't pay Google directly. Rather, you pay
24 VMLY&R, correct?

25 MR. MCBIRNEY: Objection. Asked and

1 answered. Calls for a legal conclusion.

2 THE WITNESS: As I stated, when we are
3 paying for the services that we have purchased
4 from various vendors, we pay it through our
5 invoicing setup with VMLY&R.

6 BY MS. GOODMAN:

7 Q. And, thus, there is a step in between
8 you -- meaning the Navy -- and Google in this
9 scenario, where the money goes, correct?

10 MR. MCBIRNEY: Objection. Calls for
11 legal conclusion. Asked and answered. Lack of
12 foundation.

13 THE WITNESS: We pay for our goods
14 and our services procured from Google via the
15 contract with VMLY&R.

16 BY MS. GOODMAN:

17 Q. All right. Well, Mr. Owens, I can see
18 that you're unwilling to answer the questions as
19 posed, and I'll reserve my rights to bring you
20 back to answer these questions. Because you are
21 not providing an answer that is responsive to the
22 question, and that is your duty to do when you
23 are here testifying under oath.

24 MR. MCBIRNEY: And for the record,
25 the government strongly disagrees with that

C E R T I F I C A T E

I do hereby certify that I am a Notary Public in good standing, that the aforesaid testimony was taken before me, pursuant to notice, at the time and place indicated; that said deponent was by me duly sworn to tell the truth, the whole truth, and nothing but the truth; that the testimony of said deponent was correctly recorded in machine shorthand by me and thereafter transcribed under my supervision with computer-aided transcription; that the deposition is a true and correct record of the testimony given by the witness; and that I am neither of counsel nor kin to any party in said action, nor interested in the outcome thereof.

WITNESS my hand and official seal this
17th day of August, 2023.



Notary Public

Page 281

1 Jimmy McBirney, Esq.

2 jimmy.mcbirney@usdoj.gov

3 August 17, 2023

4 RE: United States, Et Al v. Google, LLC

5 8/15/2023, Allen Owens (#6037511)

6 The above-referenced transcript is available for
7 review.

8 Within the applicable timeframe, the witness should
9 read the testimony to verify its accuracy. If there are
10 any changes, the witness should note those with the
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of
13 Deponent and Errata and return to the deposing attorney.
14 Copies should be sent to all counsel, and to Veritext at
15 erratas-cs@veritext.com

16
17 Return completed errata within 30 days from
18 receipt of testimony.

19 If the witness fails to do so within the time
20 allotted, the transcript may be used as if signed.

21
22 Yours,

23 Veritext Legal Solutions
24
25

Veritext Legal Solutions

800-567-8658

FILED PURSUANT TO COURT ORDER DOC. 362

973-410-4098

1 United States, Et Al v. Google, LLC

2 Allen Owens (#6037511)

3 E R R A T A S H E E T

4 PAGE_____ LINE_____ CHANGE_____

5 _____

6 REASON_____

7 PAGE_____ LINE_____ CHANGE_____

8 _____

9 REASON_____

10 PAGE_____ LINE_____ CHANGE_____

11 _____

12 REASON_____

13 PAGE_____ LINE_____ CHANGE_____

14 _____

15 REASON_____

16 PAGE_____ LINE_____ CHANGE_____

17 _____

18 REASON_____

19 PAGE_____ LINE_____ CHANGE_____

20 _____

21 REASON_____

22 _____

23 _____

24 Allen Owens

Date

25 _____

1 United States, Et Al v. Google, LLC

2 Allen Owens (#6037511)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Allen Owens, do hereby declare that I
 5 have read the foregoing transcript, I have made any
 6 corrections, additions, or changes I deemed necessary as
 7 noted above to be appended hereto, and that the same is
 8 a true, correct and complete transcript of the testimony
 9 given by me.

10
 11 _____
 12 Allen Owens

_____ Date

13 *If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 _____ DAY OF _____, 20____.

16
 17 _____
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 19 NOTARY PUBLIC
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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted

fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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